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**URGENT LEGAL MATTER: PROMPT REPLY REQUESTED**  
**VIA CERTIFIED MAIL #7010 2780 0002 4354 7675**

Mr. Jonathan Carroll  
For Lazarus Texas Refinery I, LLC  
16055 Space Center Blvd, Suite 235  
Houston, Texas 77062-6212

Re: CERCLA 104(e) INFORMATION REQUEST  
Falcon Refinery Superfund Site, Southeast of Ingleside in San Patricio County, Texas  
SSID No. 06TN and SSID No. 06MC

Dear Mr. Carroll:

The U.S. Environmental Protection Agency (EPA) seeks cooperation from the Lazarus Texas Refinery I, LLC (LTRI), a Delaware limited liability company recognized by the Texas Secretary of State to conduct business in Texas, in providing information and documents relating to the Falcon Refinery Superfund Site located Southeast of Ingleside in San Patricio County, Texas (Site). The EPA has obtained information that LTRI has purchased the Site from the National Oil Recovery Corporation (NORCO) and Norcorom Industries, SRL (NORCO-SRL). NORCO is a potentially responsible party (PRP) for this Site.

The EPA is seeking information from LTRI in order to understand the corporate organizational structures (parents, subsidiaries, and related entities) in connection with the purchase of the Site by LTRI. The EPA is also seeking information to determine if, prior to LTRI's purchase of the Site, LTRI took the necessary steps to qualify as a "bona fide prospective purchaser" (BFPP) enabling protection from liability under the Comprehensive Environmental Response, Compensation, and Liability Act (see Enclosure 4, Attachments 6 and 7, two EPA Memorandums).

This information request is not a determination that you or any of the related entities are responsible or potentially responsible for contamination that occurred at the Site. The EPA is sending this letter to aid the Agency in understanding the nexus of LTRI and related entities to the Site. The EPA does not expect you or any related entities to pay for or perform any site-related activities at this time. If the EPA determines that LTRI and/or any of the related entities are responsible or potentially responsible for response activities at the Site, you will receive a separate letter clearly stating such a determination as well as the basis the EPA has for the determination.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Section 104(e), 42 U.S.C. § 9604(e), gives the EPA the authority to require you to respond to this information request (see Enclosure 1). We encourage you give this matter your full attention, and ***we respectfully request***

*that you respond to this request for information within thirty (30) days of its receipt of this letter.* You may designate another official with the requisite authority to respond on your behalf. However, failure to respond to this information request may result in the EPA seeking penalties of up to \$37,500 per day of violation. In addition, furnishing false, fictitious or fraudulent statements or representations is subject to criminal penalty under 18 U.S.C. § 1001. Further, failure to comply with this information request may materially jeopardize your otherwise possible BFPP qualification.

Please provide your written response to Mr. Robert Werner, Enforcement Officer, at the address included in the Information Request. Please refer to the enclosures below, which include important instructions and definitions, as well as the questions for response, in the preparation of your reply to this Information Request.

If you have any questions regarding this letter, contact Mr. Robert Werner at (214) 665-6724. For legal questions concerning this letter, please have your legal counsel contact Ms. Gloria Moran, Attorney, at (214) 665-3193. Thank you for your attention to this matter.

Sincerely yours,

Wren Stenger  
Associate Director  
Technical and Enforcement Branch (SF-T)  
Superfund Division

Enclosures (4)

cc: Lazarus Texas Refinery I, LLC, C/O Registered Agent, National Registered Agents, Inc., 1021 Main Street, Suite 1150, Houston, Texas 77002.

Lazarus Texas Refinery I, LLC, C/O Lazarus Energy Holdings, LLC, 4400 Post Oak Parkway, Suite 2400, Houston, Texas 77027.

Lazarus Texas Refinery I, LLC, C/O Lazarus Energy Holdings, LLC, 1614 Sidney Baker Street, Kerrville, Texas 78028-2640.

Lazarus Texas Refinery I, LLC, C/O Blue Dolphin Energy Company, 801 Travis St., Ste 2100, Houston, Texas 77002-5705.

Lazarus Texas Refinery I, LLC, C/O Jonathan Carroll, 801 Travis St., Ste 2100, Houston, Texas 77002-5705.

**ENCLOSURE 1**  
**FALCON REFINERY SUPERFUND SITE**  
**INFORMATION REQUEST**  
**RESPONSE TO INFORMATION REQUEST**

Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, the U.S. Environmental Protection Agency (EPA) responds to the release or threat of release of hazardous substances, pollutants or contaminants into the environment to stop additional contamination and to clean-up or otherwise address any prior contamination.

The EPA is requesting information under CERCLA Section 104(e). Section 104(e) may be found in the United States Code (U.S.C.) at Title 42 Section (section is denoted by the symbol "§") 9604(e) 42 U.S.C. § 9604(e).

Pursuant to the authority of CERCLA §104(e), you are hereby requested to respond to the enclosed information request. If you have any questions concerning the Site's history or this information request letter, please contact Mr. Robert Werner, the designated Enforcement Officer for the Site, at phone number (214) 665-6724, fax number (214) 665-6660 or via email at [werner.robert@epa.gov](mailto:werner.robert@epa.gov). Please mail your response within 30 calendar days of your receipt of this request to the following address:

Mr. Robert Werner, Enforcement Officer  
Superfund Enforcement Assessment Section (6SF-TE)  
U.S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

If you or your attorney has legal questions that pertain to this information letter request, please contact Ms. Gloria Moran at phone number (214) 665-3193 fax number (214) 665-6460 or via email at [moran.gloria-small@epa.gov](mailto:moran.gloria-small@epa.gov). For contact via mail, use the following address:

Ms. Gloria Moran, Attorney  
Office of Regional Counsel (6RC-S)  
U. S. EPA, Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

**BACKGROUND INFORMATION**

The Falcon Refinery Superfund Site (Site) is the location from which the now-closed Falcon Refinery had operated. The Site is located southeast of the city limits of the City of Ingleside, in San Patricio County, Texas. The Site's land area approximates 101.5 acres and is comprised of four separate parcels of land; a 9.145 acre parcel, a 50.113 acre parcel, a 28 acre parcel, and a 14.24 acre parcel. The 9.145 acre parcel is situated on the northwest side where Farm-to-Market Road 2725 and Bishop Road/County Road 4717 intersect. The 50.113 acre parcel is situated on the southeast corner where Farm-to-Market Road 2725 and Bishop Road/County Road 4717 intersect. The 28 acre parcel is adjacent to the southeast side of the 50.113 acre parcel and both parcels are adjacent to the southwest side of County Road 4717. The 14.24 acre parcel is bounded on its southeast side by Redfish Bay and contains land areas on both sides of County Road 4692.

Primary processing activities at the now-closed Falcon Refinery had been conducted on the 50.113 acre parcel. Transfer of materials between barges and storage tanks occurred at the dock facility on the 14.24 acre parcel.

In May 2000, the Texas Natural Resource Conservation Commission conducted sampling activities at the Site and documented the following hazardous substances: cyclohexane, methycyclohexane, toluene, ethylbenzene, xylenes (totals), fluoranthene, pyrene, benzo(a)anthracene, chrysene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(a)pyrene, ideno(1,2,3-cd)pyrene, benzo(g,h,i)perylene, aluminum, arsenic, barium, cadmium, chromium, copper, lead, manganese, mercury, nickel, selenium, thallium, vanadium, and zinc. The findings of an Expanded Site Inspection, completed in November 2000, revealed releases from the Site of the following hazardous substances: fluoranthene, pyrene, benzo(a)anthracene, chrysene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(a)pyrene, ideno(1,2,3-cd)pyrene, benzo(g,h,i)perylene, dibenz(a,h)anthracene, barium, manganese, and mercury.

On May 28, 2003, the EPA notified NORCO in a Special Notice letter by certified mail of its potential liability under CERCLA. The May 28, 2003, letter requested NORCO to respond to the EPA with a good-faith offer to perform a removal action and commence remedial activities at the Site. The EPA and NORCO reached an agreement that called for NORCO to pay past costs, perform a removal action and commence a Remedial Investigation and Feasibility Study at the Site. On June 9, 2004, the EPA issued the Administrative Order on Consent for Removal Action (CERCLA Docket Number 06-04-04) and the Administrative Order on Consent for Remedial Investigation and Feasibility Study (CERCLA Docket Number 06-05-04) to NORCO in connection with the Site.

In a letter to NORCO dated March 28, 2011, the EPA determined it necessary to take over the performance of the remaining work required by the two Administrative Orders of Consent. The EPA invoked the work takeover provisions of the two Administrative Orders of Consent because NORCO defaulted in the performance of the terms and conditions of the Removal Order and the RI/FS Order.

In the May 2, 2011, Agreed Order for Resumption of Removal Action signed by NORCO, the EPA withdrew the work takeover of the remaining work required for the removal action at the Site. On February 29, 2012, NORCO sold the Site to Lazarus Texas Refinery I, LLC (LTRI). In the agreement of the sale, Lazarus Energy Holdings LLC (LEH) and LTRI were identified as “jointly and severally” responsible for “costs, expenses and penalties” connected to the Site. NORCO or persons or entities acting on NORCO’s behalf continue to perform the removal action. Although LTRI, acting for NORCO, continues to perform the removal action, there have been many removal activity delays. LTRI has attributed these disruptions to its difficulty to make timely payments to its contractors.

In the September 26, 2011, Agreed Order for Resumption of the RI/FS signed by NORCO containing terms for performing the remaining RI/FS work, the EPA withdrew the work takeover of the remaining work required for the RI/FS at the Site. NORCO, however, failed to perform in accordance with this Agreed Order. In a Notice of Deficiencies to NORCO dated October 26, 2011, the EPA requested that NORCO remedy the deficiencies within thirty days. On December 11, 2011, the EPA determined that NORCO had not remedied any of the deficiencies related to the RI/FS action. The EPA, again, found NORCO to be in default and began the process of fully taking over the performance of the RI/FS action. The EPA continues to perform the RI/FS at the Site.

**ENCLOSURE 2**  
**FALCON REFINERY SUPERFUND SITE**  
**INFORMATION REQUEST**  
**INSTRUCTIONS AND DEFINITIONS**

**INSTRUCTIONS**

1. Please provide a separate narrative response for each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the Question (or subpart) and the number of the Question (and the letter of a subpart of a Question, if applicable) to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, ***you must supplement*** your response to the U.S. Environmental Protection Agency (EPA). Moreover, should you find, at any time, after submission of your response, that any portion of the submitted information is false or misrepresents the truth, or, though correct when made, is no longer true, you must notify the EPA of this fact as soon as possible and provide the EPA with a corrected response.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question (and the letter of a subpart of a Question, if applicable) to which it responds.
5. You may assert a business confidentiality claim covering part or all of the information which you submit in response to this request. Any such claim must be made by placing on (or attaching to) the information, at the time it is submitted to the EPA, a cover sheet or a stamped or typed legend or other suitable form of notice employing language such as "trade secret," "proprietary," or "company confidential." Confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by the EPA. If you make such a claim, the information covered by that claim will be disclosed by the EPA only to the extent, and by means of the procedures, set forth in subpart B of 40 CFR Part 2. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you. The requirements of 40 CFR Part 2 regarding business confidentiality claims were published in the Federal Register on September 1, 1976, and were amended September 8, 1976, and December 18, 1985.
6. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information."
7. Objections to questions. If you have objections to some or all the questions within the Information Request Letter, you are still required to respond to each of the questions.

**DEFINITIONS**

The following definitions shall apply to the following words as they appear in this enclosure:

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring

within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

2. The term "any", as in "any documents" for example, shall mean "any and all."
3. The term "arrangement" means every separate contract or other agreement between two or more persons.
4. The terms "document(s)" and "documentation" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telecopy, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with the printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document.
5. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business and personal addresses, email address(es), and telephone numbers, and present or last known job title, position or business. Also provide e-mail addresses.
6. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g. corporation [including state of incorporation], partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist. Also provide e-mail addresses.
7. The term "identify" means, with respect to a document, to provide the type of document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), subject matter, the identity of the author, addressor, addressee and/or recipient, and the present location of such document.
8. The term "person" shall have the same definition as in Subsection 101 (21) of CERCLA, 42 U.S.C. § 9601 (21).
9. The term "Site" shall mean and include the Falcon Refinery Superfund Site (Site). The Site is the location from which the now closed Falcon Refinery had operated. The Site is located southeast of the city limits of the City of Ingleside, in San Patricio County, Texas.
10. The terms "you" or "your" or "Respondent" shall mean the addressee of this Request, the addressee's

officers, managers, employees, contractors, trustees, partners, successors and agents.

12. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
13. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 CFR Part 300 or 40 CFR Parts 260-280, in which case the statutory or regulatory definitions shall apply.

**ENCLOSURE 3**  
**FALCON REFINERY SUPERFUND SITE**  
**INFORMATION REQUEST**  
**QUESTIONS**

1. Please identify the person(s) that answer the below questions on behalf of the Lazarus Texas Refinery I, LLC (LTRI) and/or for any person and/or business entity listed in the following question Number 2. Please also include that person(s) contact information address, phone number, fax number, and e-mail address.
2. Does LTRI wish to designate an individual for future correspondence from the U.S. Environmental Protection Agency (EPA)? If yes, please provide the individual's name, address, telephone number, and fax number.
3. Please identify the organizational relationships, if any, that now exist between LTRI and the following person and business entities:
  - A. Jonathan Carroll.
  - B. Blue Dolphin Energy Company, a Delaware corporation, recognized by the Texas Secretary of State.
  - C. Carroll & Company Financial Holdings LP, a Texas limited partnership, recognized by the Texas Secretary of State.
  - D. Lazarus Financial, LLC, a Texas limited liability company, recognized by the Texas Secretary of State.
  - E. Lazarus Energy Holdings LLC (LEH), a Delaware limited liability company, recognized by the Texas Secretary of State.
  - F. Lazarus Energy LLC, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - G. Lazarus Texas Refinery II, LLC, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - H. Apollo Management VI, L.P., a Delaware limited partnership, recognized by the New York Division of Corporations.
    - 1) What is the relationship of Apollo Management VI, L.P., to LEH, if any.
    - 2) Please provide supporting documentation.
  - I. AP Energy Investors, LLC.
    - 1) What is the relationship of AP Energy Investors, LLC to LEH, if any.
    - 2) Please provide supporting documentation.

- J. National Oil Recovery Corporation (NORCO).
  - K. Norcorom Industries, SRL (NORCO-SRL).
4. Please identify the relationships, if any, that now exist between Jonathan Carroll and the following business entities:
- A. Blue Dolphin Energy Company, a Delaware corporation, recognized by the Texas Secretary of State.
  - B. Carroll & Company Financial Holdings LP, a Texas limited partnership, recognized by the Texas Secretary of State.
  - C. Lazarus Financial, LLC, a Texas limited liability company, recognized by the Texas Secretary of State.
  - D. LEH, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - E. Lazarus Energy LLC, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - F. LTRI, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - G. Lazarus Texas Refinery II, LLC, a Delaware limited liability company, recognized by the Texas Secretary of State.
  - H. Apollo Management VI, L.P., a Delaware limited partnership, recognized by the New York Division of Corporations.
  - I. National Oil Recovery Corporation (NORCO).
  - J. Norcorom Industries, SRL (NORCO-SRL).
5. Is LTRI the current sole owner of the Falcon Refinery Superfund Site located Southeast of Ingleside in San Patricio County, Texas (Site)? If LTRI is not the Site's current sole owner, please identify the name(s) of any other person(s), entity, and/or entities that became owner(s) of any part, or of any percentage, of the Site after February 29, 2012. Please include a copy of the recorded instrument(s) that document(s) any sale(s) or exchange(s) of any part of the Site, or of any percent of the Site, from LTRI to another person, entity, and/or entities after February 29, 2012.
6. Narrative in Letter Agreement, February 23, 2012, (see Enclosure 4, Attachment 2, Letter Agreement) states that "Norco [NORCO] and LEH and LTR [LTRI] have negotiated the sale and conveyance of the Falcon Refinery to LTR [LTRI] pursuant to the following terms and provisions... The purchase price for the Property shall consist of LTR [LTRI] paying Norco [NORCO] and a Related Company a total of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) cash... The Three Million Five Hundred Thousand Dollars (\$3,500,000.00) cash [sale price] will be represented by promissory notes (the "Notes") made payable to Norco [NORCO] or order, and/or a Related Company, with interest on a reducing principal at the rate of five percent (5%) per annum, and payable in agreed

monthly installments.” Considering the above information, please answer the following questions:

- A. Identify names and addresses of representatives from NORCO that buyers dealt with in this sale agreement.
  - B. Identify names and addresses of representatives from Norcorom Industries, SRL (NORCO-SRL) that buyers dealt with in this sale agreement.
  - C. Identify all payment dates and dollar payments that buyers agreed to pay to NORCO for this purchase.
  - D. Identify all payment dates and dollar payments that buyers agreed to pay to NORCO-SRL for this purchase.
  - E. Provide copies of documents that confirm dates and dollar payments made by buyers to NORCO.
  - F. Provide copies of documents that confirm dates and dollar payments made by buyers to NORCO-SRL.
7. Are there any documented or undocumented agreements and/or understandings that imply, indicate or specify that LTRI and/or any other person or business entity will pay to NORCO, to NORCO-SRL, and/or to agents, representatives, shareholders, bondholders, or creditors of NORCO and/or NORCO-SRL any amount greater than 3.5 million dollars for the purchase of the Site? If your answer to this question is yes, please explain and provide supporting documentation.
8. Narrative in Letter Agreement, February 23, 2012, (see Enclosure 4, Attachment 2, Letter Agreement) states that “Norco [NORCO] and LEH and LTR [LTRI] have negotiated the sale and conveyance of the Falcon Refinery to LTR [LTRI] pursuant to the following terms and provisions...LEH and LTR [LTRI], jointly and severally, assuming and being solely responsible for costs, expenses and penalties in any way relating to...the EPA mandated clean-up contemplated and provided for under the AOC's and Agreed Orders...”

Considering the above information, please respond to the following:

- A. Please identify all persons and/or entities that are responsible for costs, expenses and penalties in any way relating to LTRI's ownership of the Site.
- B. The EPA sent a Demand Letter, dated September 19, 2012, to NORCO's registered agent (See Enclosure 4, Attachment 3, Demand Letter). The Demand Letter's stated subject is “Administrative Order on Consent for Remedial Investigation and Feasibility Study, Replenishment of Special Account #2, Falcon Refinery Superfund Site 06MC.” The Letter states that “EPA is notifying you of your client's noncompliance with the above-referenced Order for failure to pay EPA's costs demanded by EPA's bill dated March 09, 2012. Amount now due is \$209,036.12. To date, the EPA has not received this reimbursement amount from NORCO.

- 1) Has LTRI, LEH, or any person, and/or any other business entity reimbursed the \$209,036.12 replenishment payment to NORCO? If your answer is yes, please provide copies of a canceled check(s), electronic transfer receipt(s), etc., to verify payment(s) of the \$209,036.12 replenishment amount to NORCO. If your answer is no, please answer the following questions:
  - 2) Does LTRI intend to pay the \$209,036.12 replenishment payment directly to EPA? If yes, please identify the date that LTRI intends to transmit the payment to the EPA.
  - 3) Does LEH intend to pay the \$209,036.12 replenishment payment directly to EPA? If yes, please identify the date that LEH intends to transmit the payment to the EPA.
- C. The EPA has learned that performance of the Removal Action is delayed because of lack of funding. What will be the source of funding of the Removal Action?
- D. The EPA has assessed \$500,000.00 in stipulated penalties in connection with the response actions at this Site. Does LTRI, LEH, or any person, and/or business entity intend to pay EPA this penalty amount?
9. Introductory paragraph of the Letter Agreement (see Enclosure 4, Attachment 2, Letter Agreement) states that, "...LEH and LTR [LTRI] are aware that the Falcon Refinery has been designated by the Environmental Protection Agency ("EPA") as a Superfund Site and is subject to remediation and clean-up in accordance with two Administrative Orders On Consent..." Article II, paragraph 2.5 of the Letter Agreement states that, "As part of the consideration for Norco [NORCO] and/or a Related Company conveying the Property to LTR [LTRI] in accordance with the terms and provisions of this Letter Agreement, LEH and LTR [LTRI], jointly and severally, do hereby unequivocally state as follows: THAT THEY HAVE CONDUCTED THEIR OWN INDEPENDENT INVESTIGATION OF THE PROPERTY, AND ARE SATISFIED THAT THE PROPERTY IS SUITABLE FOR THE PURPOSES FOR WHICH LEH AND/OR LTR [LTRI] INTENDS TO USE THE PROPERTY..."
- Considering the preceding statements, and if LTRI is the Site's current sole or joint owner, did LTRI, conduct "all appropriate inquiries" in an attempt to qualify for landowner liability protections provided by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see Enclosure 4, Attachments 6 and 7, Two EPA Memorandums)? If your answer to this question is yes, please respond to the following:
- A. Provide copies of all documents in your possession that identify "all appropriate inquiries" and/or efforts that you believe qualify LTRI for landowner liability protection as a bona fide prospective purchaser (BFPP) provided by CERCLA, including the "Phase I Environmental Site Assessment" or equivalent "due diligence" document(s) that was completed prior to February 29, 2013.
  - B. Please explain whether LTRI, or any person and/or any business entity listed above in question Number 2 is now, or ever was, affiliated with NORCO or with NORCO-SRL through any

contractual, corporate or financial relationship, including bankruptcy or other corporate restructuring. Please include any supporting documentation. (Note: Such relationship does not involve an instrument by which title to the Site was conveyed or financed by contract for goods or services).

- C. From February 29, 2012, until the present day, has LTRI, and/or any person(s), business entity, and/or entities that currently share with LTRI any ownership for any part and/or any percentage of the Site, exercised appropriate care with respect to hazardous substances found at the Site by taking "reasonable care to prevent releases?"

**ENCLOSURE 4**  
**FACLOX REFINERY SUPERFUND SITE**  
**INFORMATION REQUEST**  
**SUPPORTING DOCUMENTS (SITE INFORMATION)**

1. Aerial photo of the Site area overlaid with boundary lines for a 9.145 acre parcel of land, a 50.113 acre parcel of land, a 28.00 acre parcel of land, and a 14.24 acre parcel of land. These four parcels, when combined, comprise the Falcon Refinery Site's total land area.
2. Letter Agreement dated February 23, 2012, between National Oil Recovery Corporation and Mr. Jonathan Carroll, Director, Lazarus Energy Holdings LLC and to Mr. Jonathan Carroll, Director, Lazarus Texas Refinery I, LLC.
3. Demand Letter dated September 19, 2012, from the EPA to Richard F. Bergner, registered agent for NORCO, advising that NORCO had failed to replenish the Special Account #2, Falcon Refinery Superfund Site 06MC.
4. Special Warranty Deed with Vendor's Lien, executed February 29, 2012, documenting that NORCO sold to LTRI an 87.258 acre land area identified as "Refinery Land," (first part of the Site) and a 14.24 acre land area identified as "Barge Dock," (second part of the Site)
5. Special Warranty Deed and Bill of Sale, executed February 29, 2012, documenting that Norcorom Industries SRL sold to LTRI a 14.24 acre land area identified as "Barge Dock (the second part of the Site).
6. EPA Memorandum, March 6, 2003, Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser.
7. EPA Memorandum dated January 21, 2011, Subject: Enforcement Discretion Guidance Regarding the Affiliation Language of CERCLA's Bona Fide Prospective Purchaser and Contiguous Property Owner Liability Protections.